

Bid Number: 40003-10481
Date: August 24, 2020

BOSSIER PARISH COMMUNITY COLLEGE
PURCHASING DEPARTMENT
BUILDING J
6220 East Texas Street
Bossier City, LA 71111
(318) 678-6298

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until September 16, 2020 @ 2:00 P.M.CST and then opened for furnishing the items and/or services as described below for Bossier Parish Community College.

DESCRIPTION
PROVIDE INTERCOLLEGIATE ATHLETIC INSURANCE
AS PER ATTACHED SPECIFICATIONS

PLEASE FILL IN ALL BLANK SPACES

Terms will be _____ and shipment will be received within _____ days after receipt of order

In compliance with and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within 60 days from date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section).

Vendor Name	Signature of Authority (Re:L.R.S. 39:1594)
Address	Title
City, State, Zip	Tax Identification Number
Telephone Number	Fax Number
	Date

ACCEPTANCE/AWARD

Date of Award and Execution

Recommendation: _____

—

Approved: _____

Gayle Doucet
Director of Purchasing

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted.

1. Bid containing no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on the state's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be retained in bid file unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Special Envelope

Ensure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

3. Prices

The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

4. F.O.B.

Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

5. Standard of Quality

Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog number used in specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in this bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB.

6. Descriptive Information

Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for BPCC Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

Manufacturer's Numbers and Trade Names

Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. BPCC shall be the sole judge as to whether or not the equipment/supply offered is equal to that specified.

7. Bid Opening

Bidders may not attend the bid opening at this time due to COVID-19. Public bid openings have been suspended until further notice. Written bid tabulations will be furnished upon written request.

8. Award

Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Bossier Parish Community College reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and to waive any informalities.

9. Purchase Order

If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the College, meet the requirements of these specifications. BPCC reserves the right to cancel any order resulting from this solicitation with 30 days written notice.

10. Conditions of Purchase Orders

We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

11. Inspection and Acceptance

Upon delivery of each item to the Agency, inspection of the item will be made by Bossier Parish Community College, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

12. Reject

All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the BPCC purchase order number or it will be refused and returned at vendor's expense.

13. Payment Terms

Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Bossier Parish Community College, Accounts Payable, 6220 East Texas Street, Bossier City, LA 71111, attn: Tammy Kennedy. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

14. U.S. Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

15. Taxes

The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

16. New Products

Unless specifically called for in the IFB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

17. Contract Renewals

Upon Agreement of Bossier Parish Community College Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

18. Contract Cancellation

Bossier Parish Community College has the right to cancel any contract, in accordance with purchasing rules and regulations, for cause, including but not limited to , the following: (1) failure to deliver with the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good conditions; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with Bossier Parish Community College; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

19. Default of Contractor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Bossier Parish Community College Purchasing has determined the contractor to be in default, BPCC Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

20. Davis Bacon Act

The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed by federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

21. Order of Priority

In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

22. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

23. EEOC COMPLIANCE

By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates indicated by Title VI and VII of the Civil Rights Act of 1964, as amended; The Vietnam Era Veteran's Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and The Americans with Disabilities Act of 1990, Title IX of the Education amendments of 1972, The Age Acts of 1975, and bidder agrees to abide by the requirements of the American of Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities, any act of discrimination

committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

24. Special Accommodation

Any “Qualified Individual with a Disability” as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than 7 days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonable provided, the individual will be informed prior to the bid opening.

25. Indemnity

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor’s responsibility for the handling of and expenses for all claims.

26. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services Procurement under the Provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

Federal Clauses, If Applicable

27. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

28. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities.

29. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

30. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

31. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

32. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or transmission of intelligence.

33. Certification of No Suspension of Debarment

By signing and submitting any proposal for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirement in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>

34. Mandatory Disclosure

Under the Uniform Guidance (200.113, shown below) Bossier Parish Community College is obligated to disclose to the Federal awarding agency (or a pass-through if we are a sub-recipient), any violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.

200.113 Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 32 U.S.C. 3321).

35. In accordance with Louisiana Law, All Corporations (See LA R.S. 12:262.1) and limited liability companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over \$25,000.

36. All bid amounts shall be submitted in United State Dollars.

37. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

38. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

39. Termination for Convenience

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

40. Standard Preference

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes _____

Specify Item Number(s): _____

Name and location within Louisiana where such paper or product is manufactured or converted _____

B. A preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____ Specify Item Number(s) _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled _____.

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes _____ No _____

(Note: If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences).

41. Preference for United States Products.

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in

quality to other materials, supplies products, provisions, or equipment, provided that all of the following conditions are met:

(1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.

(2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.

(3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.

(4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____ YES

Specify line number(s): _____

Specify the location within the United States where this product is manufactured:

(NOTE: If more space is required, include on a separate sheet.)

42. Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

43. Scope of Contract

Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form, terms and conditions which may be included in your bid are nullified, and the contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation)

BIDDERS MUST SIGN IN INK

IMPORTANT

Signature Authority: In Accordance with L.R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to Bossier Parish Community College. You must indicate which of the following apply to the signer of this bid.

1. The signer of this bid is either a current corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to this office before contract award.

The signer of the bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as, corporate resolution, certification as to corporate principal., etc. If this applies a copy of the resolution, certification, or other supportive documents must be attached hereto.

3. The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
4. The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.

WE ARE AN EQUAL OPPORTUNITY COLLEGE

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurship to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurship

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at www.vetaffairs.al.gov.

The State of Louisiana is committed to the success of this program and encourages your participation.

SECTION I – INSTRUCTIONS TO BIDDERS

PURPOSE

This Invitation to Bid (ITB) sets forth the requirements and specifications of Bossier Parish Community College (BPCC). The contents of this ITB and the Bidder/Vendor/Contractor's bid response shall become contractual obligations if a contract ensues. Any resulting contract shall be governed under the laws of the State of Louisiana.

GOVERNING BID REGULATIONS

All bids shall be subject to the Louisiana "Purchasing Rules and Regulations", and Louisiana Revised Statutes 39:1551-1738. BPCC Purchasing Department during regular business hours. All bids become a matter of public record and any statements of confidentiality may render the bid response non-responsive for further consideration. Written bid tabulations may be furnished upon written request.

BID RESPONSE FORM

All bids shall be submitted on the bid response forms provided in the ITB. The bid response form must be properly signed in ink by an officer of the proposing entity authorized to sign the bid. Bid prices shall be typewritten or in ink and shall be indicated in figure form. Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of bid.

CORRECTION OF MISTAKES

Erasures, write-overs, corrections or other changes in the bid should be explained or noted over the signature of the Bidder. Failure to do so may result in rejection of the bid without further consideration.

NUMBER OF COPIES

The entire ITB shall be returned. The College shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

REJECTION OF BIDS

The College reserves the right to reject any and all bids, and to waive informalities. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Incomplete, illegible, partial, or informal bids may be rejected.

SEALED BID

The entire bid should be sealed. The name and address of the Bidder should appear on the outside of the envelope.

BIDS BINDING

All formal bids shall be binding for a minimum of (60) sixty calendar days and shall not be withdrawn after the specified bid opening time.

BID OPENING

Bids shall be opened and read aloud on the specified time and date. All bids shall become a matter of public record at that time. Each Bidder is solely responsible for the timely delivery of their bid by the ITB opening deadline.

Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bids may be withdrawn by the Bidder upon written or telegraphic request prior to the designated time for opening of bids. Withdrawal notification must be by original signature and received by the BPCC Purchasing Department prior to the designated time for opening of bids.

DELIVERY OF BIDS

All bids shall be mailed by the Bidder or his agent to the following address:

The address for mailing bids: Bossier Parish Community College
6220 East Texas Street
Bossier City, LA 71111
Attn: Purchasing Department

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Director of Purchasing, shall be considered as valid. Telephone inquiries are discouraged.

Inquiries concerning the administrative/specification requirements of the ITB should be faxed in writing to the Director of Purchasing.

Inquiries should be in writing, signed in original ink, and received no later than seven (7) calendar days prior to the designated ITB opening time. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addenda to all known to have received a complete set of documents.

Any Bidder who feels the administrative or specification requirements of this ITB are in error or will not accomplish the desired end result shall make the appropriate written inquiry no later than seventy-two (72) hours prior to the designated ITB opening time.

TAXES

The Bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the policies to be underwritten. The State is exempt from sales/use tax.

QUALIFICATION OF BIDDER

The Bidder shall meet the following minimum qualification levels to be considered as a responsible Bidder by the College for providing the athletic accident insurance policy.

1. The Bidder shall have an A.M. Best Policyholder Rating in the insurance industry of at least level "A-".
2. The Bidder shall have a Financial Size Category in the insurance industry of Class VI or greater.

The College reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the contract. The Bidder shall furnish all information and data for this purpose as the College may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for a finding of non-responsibility.

BID RESPONSE FORMAT

The bid response is to be in three (3) parts:

1. Part I to consist of the Bid Response Form
2. Part II to use a numbering scheme parallel to that in Section III of the ITB to explain the Bidder's ability to meet the policy specification requirements set forth.
3. Part III to use a numbering scheme parallel to that in Section IV of the ITB to answer all questions in regards to the Bidder's organizational profile in handling the policy.

PART I – BID RESPONSE FORM

All bids shall be submitted on the bid response form provided in the ITB. The bid response form must be properly signed in ink by an officer of the proposing entity authorized to sign the bid.

PART II – SPECIFICATION CONFORMANCE

Part II to consist of a numbering scheme parallel to that used in Section III of the ITB in order that the Bidder may explain how their bid will meet each individual policy specification requirement. No forms are provided for this purpose, but each page should be initialed by the Bidder. A simple answer of "Proposing as Specified" shall be acceptable as a response for each individual policy requirement met. If exception is taken to any requirement, a detailed explanation shall be required to clarify the exception taken. Failure to follow this format may cause rejection of the bid.

PART III – ORGANIZATIONAL PROFILE

Part III to consist of a numbering scheme parallel to that used in Section IV of the ITB in order that the Bidder may explain their handling the athletic accident policy. No forms are provided for this purpose, but each page should be identified with the Bidder's name. Responses should be complete and should be accompanied by any documentation necessary to support the response. Failure to follow this format may cause rejection of the bid.

STANDARD TERMS AND CONDITIONS

ACCESS TO RECORDS

The Vendor agrees that the College and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers and records of the Vendor related to this solicitation and any resulting agreement.

ASSIGNMENT

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing of the Director of Purchasing. Any attempted assignment under the agreement shall be void and of no effect.

AVAILABILITY OF FUNDS

Contract award and any contract extensions shall be contingent upon the continued funding of the College operations by the Louisiana State Legislature. The College reserves the right to cancel the IAI Insurance policy upon thirty (30) calendar days written notice by registered or certified mail during the term of the contract period. However, in the event of cancellation, all policies currently in effect will continue in force through the end of the policy period.

CANCELLATION CONDITIONS

In any of the following cases, the College shall have the right to cancel the agreement due to: (1) Breach of contract; (2) Wherever the Vendor is guilty of misrepresentation; (3) Wherever the agreement was obtained by fraud, collusion, conspiracy or other unlawful means, or the agreement conflicts with any statutory and constitutional provision of the State of Louisiana or the United States; (4) In case of default by the Vendor, the College reserves the right to purchase any or all items or services in default in open market, charging the Vendor with any excessive costs.

CONTRACT EXTENSION PERIOD

Based upon mutual agreement between the successful Bidder and Bossier Parish Community College, this contract may be extended for two (4) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 60 months.

COPYRIGHTS AND PATENTS

The Vendor shall indemnify and hold harmless the State, the College, its officers, agents and employees harmless from liability of any nature or kind for the use or any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the agreement of which Vendor is not the patentee, assignee, or licensee.

EQUAL EMPLOYMENT OPPORTUNITY

The Vendor shall be an equal employment opportunity employer. The Vendor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, sex, disability or in any manner prohibited by law.

LAWS

The Contractor shall comply with all applicable laws, ordinances, and regulations of the local, state and federal government in the performance of the contract.

PERMITS AND LICENSES

The Vendor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract.

PUBLICITY

The Vendor shall not in any way or in any form publicize or advertise in any manner the fact that the Vendor is providing services to the College without the express written approval of the Director of Purchasing, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Vendor from listing the College on its routine client list for matters of reference.

SECTION II – EVALUATION, SELECTION AND AWARD

2.1 INTRODUCTION

The selection of the successful bid shall be awarded to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the ITB.

2.2 EVALUATION AND SELECTION

All responses received as a result of the ITB are subject to evaluation by duly authorized persons for the purpose of selecting the Bidder offering the most economical, responsible and responsive IAI Policy to BPCC athletes/students.

2.3 BASIS OF EVALUATION AND SELECTION

The basis of evaluation and selection to be as follows:

1. The bid is to be evaluated to insure that all administrative requirements in SECTION I – INSTRUCTIONS TO BIDDERS have been met. Failure to meet all requirements may result in rejection of the bid without further consideration.
2. The bid is to be evaluated to insure that all mandatory policy requirements in SECTION III-REQUIREMENTS have been met. Failure to respond to all policy requirements, unless otherwise stated and explained by the Bidder, may result in rejection of the bid without further consideration.
3. While BPCC is interested in the lowest overall cost per athlete, the true value of the policy is to insure adequate handling of BPCC IAI claims. For this reason, the Bidder is to furnish the information outlined in SECTION IV – ORGANIZATIONAL PROFILE. Failure to furnish the information outlined may result in rejection of the bid without further consideration.
4. The final consideration is to the total premium rate per athlete individually and/or grouped by sport. The Bidder shall respond with premium rates for all levels of coverage requested for consideration.

2.4 DETERMINATION OF SUCCESSFUL BID

The lowest responsive and responsible bid to be determined according to the annual premium/s on the Bid Response Form. Final award is subject to final negotiation and acceptance of policy terms with the Vendor.

SECTION III – REQUIREMENTS

3.1 Period coverage: One year (from October 1, 2020 through September 30, 2021)

3.2 Sports to be covered by policy:

<u>SPORT</u>	<u>APPROX. NUBMER OF ATHLETES</u>
Men's Basketball	16
Women's Softball	20
Men's Baseball	50
Dance Line	10
Cheerleaders/Mascot	7 male 5 female
Women's Basketball	15
Track & Field	10 male 6 female

3.3 Coverage is for students participating in Athletic at Bossier Parish Community College. Only those conditions or injuries that are directly related to participation in the Athletic programs. (Covering practice sessions, games, skill sessions and conditioning sessions).

3.4 Coverage will be extended for students/teams, if due to COVID-19, must move to remote workouts.

3.4 MEDICAL BENEFITS TO BE COVERED:

1. Death and dismemberment insurance for travel connected with intercollegiate athletic competition and practice.
2. Glasses, contact lenses or protective eyewear (e.g., goggles) for student athletes who require visual correction in order to participate in intercollegiate athletics. No coverage for eyewear for reading purposes.
3. Medical examinations at any time for enrolled student athletes.
4. Expenses for medical treatment (including transportation and other related costs) incurred by a student athlete as a result of an athletically related injury.
5. Surgical expenses for a student athlete who is injured while participating in physical activities that will prepare the student athlete for competition.
6. Medication if the medication is directly related to injury or illness that is the result of intercollegiate competition or practice.
7. Physical therapy if the physical therapy is directly related to the injury or illness that is the result of intercollegiate competition or practice.
8. Dental work if the dental work is directly related to injury to the teeth that occurred during practice or competition.
9. Defined Covered Persons: A student-athlete is a student whose enrollment was solicited by a member of the athletic staff or other representative of athletics' interest with a view toward the student's ultimate participation in the intercollegiate athletics program. Any other student becomes a student-athlete only when the student reports for an intercollegiate squad that is under the jurisdiction of the athletics department. They must be full-time students.

ALL STUDENT ATHLETES WILL BE INSURED WHILE:

1. Participating in regularly scheduled intercollegiate sporting events including practice, tryout, and conditioning.
2. Medical expenses while traveling to and from regular scheduled practices and/or competition.

DEFINITIONS/COVERED CONDITIONS:

1. Injury includes cardiovascular accident, heat illness or similar traumatic event caused by exertion while participating in a covered activity.
2. Injury includes the following list of conditions, which are attributable to exertion or overuse from participation in a covered activity: tendonitis, bursitis, strains, hernia, shin splints, stress fractures and similar conditions.
3. Injury includes a re-injury or aggravation of an injury sustained prior to the effective date of this policy provided the covered person was provided medical clearance to participate in the appropriate athletic activity of the Policyholder by the physician responsible to the Policyholder for such determination and such re-injury or aggravation occurs in a covered event.
4. Medical expenses include:
 - A. Physician's and/or surgeon's fees
 - B. Cost of confinement in a hospital or medically necessary extended care facility.
 - C. Use of a hospital emergency room.
 - D. Cost of home health care.
 - E. Anesthetic (including administration thereof).
 - F. X-ray examination or treatments.
 - G. Laboratory tests
 - H. Diagnostic tests
 - I. Cost of other therapeutic services, including orthopedic appliances.

SECTION IV – ORGANIZATIONAL PROFILE

The Bidder should respond to each question using a numbering scheme parallel to that used in this Section. Failure to respond to any subsection may result in rejection of the bid without further consideration.

4.1 NAME OF INSURANCE COMPANY

The Bidder is to indicate the name of the insurance company, parent company or other affiliates (designate which).

4.2 INSURANCE COMPANY’S ADDRESS

The Bidder is to indicate the street and mailing address of the insurance company.

4.3 INSURANCE COMPANY’S TELEPHONE NUMBER

The Bidder is to indicate the area code and telephone number of the insurance company. Indicate any toll free numbers that may be applicable.

4.4 LOUISIANA LICENSE

The Bidder is to be licensed by the State of Louisiana Insurance Commission and the Bidder should furnish proof of their license with the bid response.

4.5 BEST’S POLICYHOLDER RATING

The Bidder shall be required to have an A.M. Best’s Policyholder Rating of at least level “A-“. The Bidder is to indicate the insurance company’s Best Policyholder Rating for the most recent year of issuance of this rating. The Bidder should attach support documentation of this rating.

4.6 FINANCIAL SIZE CATEGORY

The Bidder shall be required to have an A.M. Best’s Financial Size Category Rating of Class VI or greater. This is to be represented by roman numerals, e.g., Class XI. The bidder should attach support documentation of this rating.

4.7 UNDERWRITING EXPERIENCE

The Bidder is to indicate the total number of years experience the Bidder has had in underwriting student health insurance. The Bidder is to indicate the year the Bidder undertook underwriting student health insurance. The Bidder is to also give a separate figure regarding the number of years experience the Louisiana servicing agent has had in dealing with student health insurance.

4.8 LIST OF U.S.A. USERS

The Bidder is to list each college/university it is currently servicing. The Bidder should denote those schools insured for three (3) years or more.

4.9 U.S.A. CONTACT PERSONNEL

The Bidder is to provide the names, titles and phone numbers of at least five (5) student health program administrators from the list of U.S.A. users that may be contacted regarding your company's performance.

4.10 PROJECTED LOSS RATIO

The Bidder is to indicate the projected loss ratio (estimated amount of claims that will be paid) upon which the premium rates for the proposed IAI insurance plan are based. The Bidder is to indicate the charges his/her company's retention formula includes.

4.11 PREMIUM RATES

The Bidder is to indicate who is responsible for designing or computing the rates for the proposed insurance plan. His/her name, address and phone number to be given.

4.12 CLAIMS SERVICING

The Bidder is to indicate who shall be responsible for claim servicing. This is to include the location claims shall be paid for the BPCC account.

4.13 CLAIMS OFFICE

If the insurance company is responsible for paying claims, then answer the following:

1. List the location of the office claims shall be paid.
2. List the name, title, telephone number and years of experience in administering student claims of each individual responsible for claim service with the BPCC account.
3. Can BPCC make toll-free calls to the insurance company in regards to any claim, question, or problem? Indicate applicable numbers.
4. Will the claim office provide copies of claim payments to BPCC?
5. Will the claim office provide information to BPCC on all claims rejected and the reason for the rejection?
6. What is the average time for a claim to be processed after the date it is received by the insurance company, assuming no complications?

4.14 POLICY TIME LIMITS

The Bidder is to indicate the insurance company's procedures in processing claims when notice of a claim is submitted beyond the policy time limit.

4.15 LATE PROOF OF LOSS

The Bidder is to indicate the insurance company's procedure in processing claims when written proof of loss is submitted more than ninety (90) days after the date of such loss.

4.16 REPORTS

The Bidder is to indicate what information BPCC may be furnished regarding claims paid. This list may include, but is not limited to, (1) claim (2) insured's name (3) date claim filed (4) amount of claim (5) date claim paid (6) vendors paid and (7) totals and accumulations for the policy year.

4.17 CLAIM FORMS

The Bidder is to provide sample copies of all claim forms necessary for payment of claims, for both illness and accident.

BID RESPONSE FORM

Bidder's Name: _____

Telephone No.: (____) _____ Fax Number (____) _____

Address: _____
Mailing City State Zip

Scope: Furnish Intercollegiate Athletic Insurance Coverage for Bossier Parish Community College Athletic Department.

Period: Commence October 1, 2020 and terminate September 30, 2021 with the option to renew for four (4) additional 12 month periods

I/we do hereby declare that I/we have carefully examined the Invitation to Bid and that I/we have a clear understanding of the said documents. I/we hereby propose to furnish the necessary Intercollegiate Athletics Insurance for the sum indicated on the bid response form.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

Bid Price: I/we do hereby bid the following Intercollegiate Athletics Insurance coverage for the following annual premium rate per option per athlete throughout the 12-month policy term.

Premium to be paid in two installments 50% up front and 50% on January 1 with option to adjust premium before second installment based on change in exposure during policy term.

Deductible of Zero for All Sports as attached.

Annual Premium: _____

Catastrophic Insurance

Annual Premium: _____

AUTHORIZED OFFICER: _____
(Signature)

(Print or Type Name)

TITLE: _____

DATE: _____

Annual Premiums and claims for the last four (4) years

2020 - \$80,384.00 premium, \$34,919.00 claims
2019 - \$84,871.00 premium, \$83,780.00 claims
2018 - \$66,462.00 premium, \$57,469.00 claims
2017 - \$72,000.00 premium, \$62,115.00 claims

Current Carrier: QBE Specialty Insurance Company
Claims Payor: A-G Administrators, Inc.
Program Coordinator/ Broker: Dissinger Reed

Excess coverage

Benefit Maximum and deductibles

Accident Medical Expense Benefit
Maximum Benefit Amount Per Injury: \$25,000
Maximum Benefit Period: 104 weeks from the original date of injury
Deductible – Zero

Accidental Death & Dismemberment (AD&D)
\$10,000 per specific injury, \$500,000 aggregate maximum

Prescription Drugs – Included
Dental Maximum – Included
Physiotherapy Maximum – Included

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The College requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone number with area code: (____) _____

C. Facsimile Number with area code: (____) _____

Bidder certifies that the above information is true and grants permission to the College to contact the above named person or otherwise verify the information provided. By its submission of this ITB and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in the ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal of \$25,000 or more, that their company, any subcontractors, or principles are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____

State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in BLUE

ink)

Date: _____
